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17 **UNITED STATES DISTRICT COURT**

18 **DISTRICT OF NEVADA**

19 MARK HUNT, an individual,

20 Plaintiff,

21 v.

22 ZUFFA, LLC d/b/a ULTIMATE
23 FIGHTING CHAMPIONSHIP, a
24 Nevada limited liability company;
25 BROCK LESNAR, an individual;
26 DANA WHITE, an individual; and
27 DOES 1-50, inclusive,

28 Defendants.

Case No.: 2:17-cv-00085-JAD-CWH

**[PROPOSED] MARK HUNT’S
SUPPLEMENTAL COMPLAINT FOR:**

- 1. RACKETEER INFLUENCED AND
CORRUPT ORGANIZATIONS ACT
(RICO) [18 U.S.C. § 1961 et seq.];**
- 2. CONSPIRACY TO COMMIT CRIME
RELATED TO RACKETEERING
(NRS § 207.350 et seq.);**
- 3. COMMON LAW FRAUD;**
- 4. CIVIL AIDING AND ABETTING
FRAUD;**
- 5. BREACH OF CONTRACT;**
- 6. BREACH OF COVENANT OF GOOD
FAITH AND FAIR DEALING;**
- 7. UNJUST ENRICHMENT;**
- 8. BATTERY;**
- 9. CIVIL AIDING AND ABETTING
BATTERY.**
- 10. CIVIL CONSPIRACY
[JURY DEMAND]**

1 Plaintiff MARK HUNT (“HUNT”), alleges the following against Defendants
 2 ZUFFA, LLC, d/b/a ULTIMATE FIGHTING CHAMPIONSHIP (“UFC”),
 3 BROCK LESNAR, an individual (“LESNAR”), DANA WHITE (“WHITE”), an
 4 individual, and DOES 1 through 50, inclusive (collectively “Defendants”). HUNT
 5 seeks compensatory damages, declaratory relief, punitive damages, statutory treble
 6 damages and attorneys’ fees. HUNT complains and alleges as follows based on: (a)
 7 personal knowledge; (b) the investigation of HUNT’s counsel; and (c) public
 8 records productions. Allegations made on information and belief are so indicated.

9 **JURISDICTION AND PARTIES**

10 1. The United States District Court for the District of Nevada has subject
 11 matter jurisdiction over this action pursuant to 28 U.S.C. section 1331 and the
 12 Federal Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. section
 13 1961, et seq.

14 2. The United States District Court for the District of Nevada also has
 15 subject matter jurisdiction over this action pursuant to 28 U.S.C. section 1332. The
 16 amount in controversy exceeds the statutory minimum in an amount to be proven at
 17 trial. This Court further has subject matter jurisdiction pursuant to 28 U.S.C.
 18 section 1367.

19 3. HUNT is a citizen of Australia. No defendant in this action is a citizen
 20 of Australia.

21 4. UFC is a limited liability company organized under the laws of the
 22 State of Nevada with its principal place of business in Nevada. All parties to this
 23 action have entered into or performed the contractual duties at issue in this action in
 24 the State of Nevada. The UFC 200 bout between HUNT and LESNAR at issue in
 25 this matter occurred in the State of Nevada.

26 5. LESNAR is a citizen of Canada.

27 6. WHITE is a citizen of Nevada.

28 7. The true names and capacities of DOE defendants named herein as

DOES 1 through 50 are unknown to HUNT who therefore sues such defendants by fictitious names. HUNT will seek leave to amend to allege the true names and capacities of such DOE defendants when the same are ascertained. HUNT is informed and believes, and thereon alleges, that each of the Defendants sued herein as a DOE is and was responsible in some manner for the damages alleged.

8. HUNT believes that each defendant is and at all relevant times was the agent or employee of each of the remaining defendants and, in committing the acts alleged herein, was acting within the scope of his, her or its authority as agent or employee and with the permission, knowledge and consent of the remaining defendants.

9. Each and every allegation against defendant WHITE is made against him both individually and is imputed to UFC acting through its high-ranking official, WHITE, including without limitation for the purposes of the RICO claim, consistent with *Cedric Kushner Promotions, LTD v. King* 533 U.S. 158 (2001).

10. Venue is proper in this judicial district under 28 U.S.C. sections 1391 (b) and (c) in that this is the judicial district in which a substantial part of the acts and omissions giving rise to the claims occurred.

11. A live controversy exists. HUNT has been injured, and is likely to continue to be injured, as a direct result of Defendants' unlawful conduct.

BACKGROUND INFORMATION

12. Mixed Martial Arts ("MMA") is one of America's fastest growing sports. Competitors use a combination of fighting styles including wrestling, boxing, muay thai, jiu-jitsu and others to win by knockout, submission, referee stoppage or judge's decision. UFC controls nearly ninety percent of MMA revenue worldwide.¹ In July of 2016, UFC was sold for \$4,200,000,000.00,

¹ Kartikay Mehrotra and Even Novy-Williams, *UFC's \$4 Billion Sale is Fodder for Fighters' Antitrust Suit*, <https://www.bloomberg.com/news/articles/2016-07-12/ufc-s-4-billion-sale-is-new-fodder-for-fighters-antitrust-suit>, (last updated July 12, 2016.).

1 believed to be the largest sports franchise sale ever. UFC's owners, the Fertitta
 2 brothers, realized a 2000 percent return on their 2001 investment.² UFC retains a
 3 disproportionate share of revenue compared to their fighters' allocation. UFC
 4 does not allow their fighters to fight for any other MMA promotion while they are
 5 under contract, regardless of working conditions including circumstances rising to
 6 contractual compulsion to repeatedly fight opponents who use illegal performance
 7 enhancing drugs, including amphetamines and anabolic steroids. Serious injuries
 8 and death from MMA fights can and do occur.³

9 SUMMARY OF ALLEGATIONS

10 13. The substance of this action includes but is not limited to events
 11 surrounding a MMA bout that occurred on July 9, 2016, promoted by UFC as
 12 "UFC 200." Among other bouts on the card, UFC 200 featured a heavyweight bout
 13 between LESNAR and HUNT.

14 14. The first paragraph of the UFC Anti-Doping Policy, as of July 9,
 15 2016, reads:

16 *This Policy is a central part of UFC's expanded efforts to protect the*
 17 *health and safety of its Athletes, and also to protect their right to*
 18 *compete on a level playing field. UFC's goal for this Policy is to be*
the best anti-doping program in all of professional sports.

19 15. HUNT is currently and at all times has been a clean fighter, who
 20 competes in the sport of MMA without the use of performance enhancing
 21 substances prohibited by UFC, United States Anti-Doping Agency ("USADA")⁴
 22 and the World Anti-Doping Agency ("WADA").

23 16. The use and proliferation of banned substances is a threat to fair
 24 competition and fighter safety.

25 _____
 26 ² Chuck Mindenhall & David Shoemaker, *How to Fix the UFC*, <https://theringer.com/how-to-fix-the-ufc-3e5264e60eee#.l4lh4ib4g>, (August 1, 2016).

27 ³ Cindy Boren, *MMA Fighter Joao Carvalho Dies From Head Injuries Suffered in Bout*, The Washington Post,
 28 https://www.washingtonpost.com/news/early-lead/wp/2016/04/12/mma-fighter-joao-carvalho-dies-from-head-injuries-suffered-in-bout/?utm_term=.ac77676809a2, (April 12, 2016).

⁴ UFC contracted with USADA in 2015 for drug testing services. USADA is not a named defendant in this action.

1 17. UFC and its agents have affirmatively circumvented and obstructed
2 fair competition for their own benefit, including being complicit in doping
3 proliferation under the guise of advancing “*the best anti-doping program in all of*
4 *professional sports.*” Defendants have accomplished this by means including but
5 not limited to various and rampant purported use exemptions, drug testing
6 exemptions and by failure to enforce its own policies.

7 18. Defendants’ wrongful conduct described in this complaint predated the
8 implementation of the current UFC Anti-Doping Policy and continued
9 notwithstanding the implementation of the current UFC Anti-Doping Policy.

10 19. Just one month before UFC 200, UFC granted LESNAR an
11 exemption from established USADA pre-fight testing requirements that he
12 participate in four months of drug testing in connection with UFC 200, with
13 knowledge or willful indifference to the fact that LESNAR was using banned
14 substances. This exemption came just one month before the lucrative sale of UFC.

15 20. Without HUNT’s knowledge or consent, UFC conspired and caused
16 LESNAR, a doping fighter, to fight HUNT, a clean fighter, despite the fact that
17 LESNAR used substances banned by UFC, USADA and WADA. The substances,
18 Clomiphene and 4-Hydroxyclophene, are known “Post Cycle Therapy” (“PCT”)
19 substances believed to be used after a period of strength training with anabolic
20 steroids or similar prohibited substances.

21 21. HUNT lost the UFC 200 bout to LESNAR and suffered severe
22 physical injury, as well as economic and non-economic damages including without
23 limit damage to his business and property, interest, past and future economic
24 damages, including losses in apparel, both sales and appearance fees.

25 22. HUNT lost the UFC 200 bout as a result of Defendant’s wrongful
26 conduct in facilitating LESNAR’s doping and conferring a known, illegal
27 competitive advantage over HUNT.

28 23. HUNT would have defeated LESNAR at UFC 200 had LESNAR not

1 cheated with the knowing aid of WHITE and UFC, HUNT would have fared better
2 (i.e. a less lopsided and less damaging loss), or had the doping scheme not been
3 concealed, HUNT would have refused the fight altogether. Defendants were
4 unjustly enriched by their conduct to the detriment of HUNT, including through
5 pay-per-view revenues far exceeding LESNAR's \$2,500,000.00 fight purse, in an
6 amount to be proven at trial.

7 24. Defendants, and each of them, conspired to commit the violations of
8 state and federal law described herein.

9 25. Defendants' conduct in connection with UFC 200 was in furtherance
10 of their own profit at the expense of fighter safety and fair competition.

11 26. Defendants' conduct in connection with UFC 200 is representative of
12 and consistent with a pattern of conduct by Defendants of wrongfully jeopardizing
13 fighter health and safety for profit, in violation of state and federal law and UFC's
14 own policies. UFC's pattern of conduct includes, but is not limited to, granting
15 doping exemptions and drug testing exemptions to known doping-competitors, and
16 causing those drug-enhanced fighters to compete with clean fighters.

17 27. Defendants' conduct described in the foregoing paragraph caused
18 HUNT harm. Defendants wrongful conduct artificially increased the number of
19 UFC title contenders in the fighter pool. By reason of the wrongful benefit of
20 banned substances facilitated by Defendants, more fighters wrongfully gain
21 strength, power, skill or ability to compete at elite levels of MMA. Such artificial
22 manipulation of the fighter pool depressed wages paid to HUNT and awarded
23 opportunities including title fights, marketing and promotional opportunities to
24 doping fighters that would have otherwise been awarded to HUNT.

25 28. HUNT's last four opponents in UFC-promoted bouts have used
26 performance enhancing substances prohibited by UFC and WADA.

27 29. Prior to UFC 200, in or around April 2016, UFC executed an early
28 renewal of its exclusive contract with HUNT such that HUNT is foreclosed from

1 seeking employment with other promotions.

- 2 a. HUNT entered this contract after expressly informing WHITE and
3 UFC that he had competing offers to advance his business and
4 property interests. WHITE and UFC had actual knowledge that
5 HUNT sought the opportunity to earn title fights for one million
6 dollars per fight plus pay-per-view profit sharing. (See PARA at §
7 6.1)
- 8 b. Specifically, on March 30, 2016 at 7:44 a.m. (Australian Eastern
9 Time Zone, "AET") HUNT stated to WHITE in writing: *"I got kids
10 I have to put through college I have already had offers from others
11 about competing as well."*
- 12 c. At this time, WHITE and UFC were aware that HUNT sought title
13 fights, title fight compensation and pay-per-view compensation.
14 Specifically, on March 31, 2016 at 9:03 a.m. (AET) HUNT stated
15 to WHITE in writing: *"Thanks Dana I will look at contract and get
16 back to u guys I would want my next contract to be my last I
17 million a fight 6 fights 6 mil I can retire and be happy and ppv of
18 title if I get title."*
- 19 d. WHITE responded in writing on March 31, 2016 at 11:22 a.m.
20 (AET): *"We can't do 1M a fight bro"*
- 21 e. HUNT responded in writing on March 31, 2016 at 11:27 a.m.
22 (AET): *"Ok let's start new contract on 8 and go up from there if I
23 win title we can talk ppv"*

24 30. WHITE and UFC had actual knowledge that HUNT's exclusive
25 contract with UFC caused HUNT to lose earning opportunities with other fight
26 promotions, and on April 9, 2016 at 7:26 a.m. (AET) HUNT expressly requested in
27 writing that his new contract be completed within two years to permit HUNT to
28 compete in other fight promotions in other countries. On April 9, 2016 at 8:38

1 a.m., WHITE's written response was "*I can't commit to the country thing mark*
 2 *cause I can't promise where we will go.*" HUNT's written reply on April 9, 2016
 3 at 9:18 a.m. stated: "*I know I'm talking about wen the UFC contract is done I want*
 4 *to finish my career with 1 off fights could be kick boxing or Mma*"

5 31. HUNT relied on the foregoing express representations in entering the
 6 contract and reasonably believed Defendants would not engage in RICO conduct to
 7 assist his opponents' doping, causing him a competitive disadvantage in advancing
 8 to title fights.

9 32. On information and belief, HUNT's contract with UFC is atypical for
 10 UFC fighters in that it calls for lockstep fixed compensation for bouts
 11 notwithstanding the bout outcomes and opponents' doping violations.

12 33. As a professional athlete, HUNT sought to build his fan base on social
 13 media based on the fact that a broader and more active fan base inevitably leads to
 14 greater promotional opportunities, book and merchandise sales, licensing
 15 opportunities, appearance fees, and related means of business income for HUNT.

16 34. UFC and WHITE also had actual knowledge that HUNT had an
 17 interest in his existing fan base and that HUNT sought to expand his social media
 18 presence, promotional opportunities, book and merchandise sales, licensing
 19 opportunities, and appearance fees, including through footage of his MMA fights.
 20 On April 12, 2016 at 4:02 p.m., HUNT stated to WHITE in writing: "*Hey Dana I*
 21 *am trying to build my fan base as well with social media and wanted to know if u*
 22 *can allow me to use ufc footage on my page.*"

23 35. UFC President, WHITE, was a nine (9) percent owner of UFC prior to
 24 its sale to new ownership for approximately \$4,200,000,000.00. WHITE will
 25 remain as president of UFC and will retain a partial ownership interest. WHITE
 26 had a strong monetary motive (of approximately \$360,000,000.00) to ensure the
 27 "success" of the landmark UFC 200 event, which occurred immediately prior to
 28 finalizing the sale of UFC, and to ensure UFC's high profile bout between

1 LESNAR and HUNT would not be jeopardized regardless of doping violations.

2 36. Doping fighters are bigger, stronger, faster, more aggressive, can
3 deliver and withstand more punishing blows, and therefore are a more entertaining
4 product for UFC to feature in its televised bouts. Specifically, LESNAR is one of
5 the most famous names in MMA history and had a substantial WWE following; by
6 featuring LESNAR, despite his doping, UFC ensured it would receive a substantial
7 boost to its pay-per-view sales, both from existing MMA fans who may not
8 otherwise have purchased this fight, as well as from cross-over WWE fans who
9 wanted to watch LESNAR fight in MMA once again.

10 37. By concealing LESNAR's doping until after UFC 200, UFC and
11 WHITE could enjoy and retain the lucrative benefits of the UFC 200 HUNT-
12 LESNAR bout, while the damages were suffered solely by HUNT.

13 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

14 **UFC 152: Jones v. Belfort- UFC Grants**
15 **Testosterone Exemption and Then Suppresses Drug Test Results**

16 38. UFC 152 was held on September 22, 2012. The main event was a
17 bout between John Jones ("Jones") and Vitor Belfort ("Belfort"). Belfort accepted
18 the fight on late notice.

19 39. UFC 152 followed the embarrassing and first-ever UFC event
20 cancellation. UFC 151 was cancelled due to an injury to Dan Henderson, who was
21 to fight Jones in the main event. Jones declined to fight replacement opponent
22 Chael Sonnen.

23 40. Since as early as 2011, UFC granted Belfort a "Testosterone
24 Replacement Therapy" (TRT) use exemption at the recommendation of a UFC-
25 affiliated doctor for Belfort to take testosterone supplements. The existence of
26 Belfort's exemption was not publicly known until 2013, after UFC 152. At all
27 times prior to 2013, UFC willfully concealed Belfort's testosterone exemption, and
28 opponents were not aware that he was granted a TRT exemption, allowing him to

1 maintain abnormally high testosterone levels. These elevated testosterone levels
2 conferred a competitive advantage, including strength advantages useful in hand to
3 hand combat.

4 41. By September 4, 2012, nearly three weeks prior to UFC 152, UFC
5 was in possession of Belfort's pre-fight drug testing results. At approximately 3:01
6 p.m. Pacific time on September 4, 2012, a UFC paralegal inadvertently e-mailed the
7 drug test results to a group of people, including approximately 29 other fighters,
8 trainers and managers.

9 42. The content of Belfort's drug test results was "flagged" for containing
10 free testosterone approximately two-and-one-half (2.5 times) the normal range.

11 43. On September 4, 2012, at approximately 3:04 p.m., a UFC paralegal
12 sent a follow up email attempting to recall the inadvertently disclosed drug test
13 results.

14 44. On September 4, 2012, at approximately 3:55 p.m., a UFC paralegal
15 sent an additional follow up email imploring the unintended recipients to "*please*
16 *disregard the e-mail, please delete ASAP!!!!*"

17 45. On September 4, 2012, at approximately 7:16 p.m., the unintended
18 recipients were contacted by then UFC executive vice president and general
19 counsel, Ike Lawrence Epstein, threatening legal action for any disclosure of
20 Belfort's drug testing results.

21 46. At no time prior to the UFC 152 bout was Jones aware or informed
22 that Belfort was granted a testosterone use exemption or that Belfort's drug test was
23 flagged as abnormal for elevated testosterone.

24 47. Notwithstanding Belfort's drug test result, UFC concealed and
25 actively suppressed by threat of litigation the test results, and caused and permitted
26 the bout between Belfort and Jones to proceed.

27 48. On information and belief, UFC permitted Belfort to fight
28 notwithstanding his drug testing results, in part, to prevent the embarrassment of a

1 subsequent cancelled event, damage to the reputation and brand of UFC, and in
 2 direct pursuit of profit, to the detriment of fighter safety, in violation of state and
 3 federal law as described further below.

4 UFC 200: HUNT V. LESNAR- UFC GRANTS DRUG TESTING EXEMPTION,
 5 LESNAR PROVIDES POSITIVE SAMPLES, AND STILL FIGHTS IN UFC 200

6 49. The Nevada Athletic Commission (“NAC”) prohibits the use of any
 7 alcohol, stimulant, drug, or injection that is not approved by the NAC. The NAC
 8 has also adopted the Prohibited List published by WADA to provide notice to
 9 unarmed combatants of drugs, injections and stimulants that are not approved by
 10 the NAC.

11 50. On or around December 30, 2011, LESNAR retired from UFC after
 12 losing at UFC 141.

13 51. Pursuant to the UFC Anti-Doping Policy, as of July 9, 2016, a retired
 14 fighter:

15 *[M]ay not resume competing in UFC Bouts until he/she has given*
 16 *UFC written notice of his/her intent to resume competing and has*
 17 *made him/herself available for Testing for a period of four months*
before returning to competition.

18 52. The UFC Anti-Doping Policy provides an exception for “*exceptional*
 19 *circumstances*” or where the strict application of the rule would be manifestly
 20 unfair to an athlete.

21 53. At the time of UFC 200, LESNAR was still under contract with
 22 World Wrestling Entertainment (“WWE”).

23 54. On or around March 30, 2016, UFC announced UFC 200 main event
 24 to be Conor McGregor (“McGregor”) versus Nate Diaz (“Diaz”), a rematch of UFC
 25 196.

26 55. The McGregor v. Diaz rematch was highly anticipated following
 27 Diaz’s unexpected submission victory over the favored Featherweight Champion
 28 McGregor.

1 56. On or around April 19, 2016, McGregor and UFC were involved in a
2 dispute over McGregor's marketing obligations for UFC 200, which resulted in
3 McGregor threatening to retire and being removed from the UFC 200 card.

4 57. On April 20, 2016 at 12:34 p.m. (AET), WHITE stated to HUNT in
5 writing: *"I am working on something for u for 200. Stay in shape . . . And keep it*
6 *quiet about 200 please."* UFC and WHITE wanted HUNT to "keep quiet about
7 200" because Defendants were wrongfully delaying LESNAR's entry into the
8 USADA testing pool.

9 58. On or around April 27, 2016, UFC announced the new UFC 200 main
10 event would be Daniel Cormier ("Cormier") versus Jones.

11 59. UFC and LESNAR had already begun negotiating LESNAR's UFC
12 200 return in March of 2016, more than four-months in advance of the event, as
13 admitted by LESNAR in a television broadcast.

14 60. As early as May of 2016, LESNAR's name appeared on UFC Website
15 as a current or active fighter. Like the above-referenced e-mail errors of UFC 152,
16 UFC attributed LESNAR's addition to the active fighter roster as a technical error,
17 and on June 3, 2016, affirmed LESNAR was not returning to UFC.

18 61. On May 15, 2016 at 2:57 (AET) WHITE told HUNT in writing: *"U be*
19 *in shape for 200 my friend . . . But don't tell anyone"*. At this time LESNAR, UFC
20 and WHITE knew LESNAR would be HUNT's opponent at UFC 200, but failed to
21 disclose this to HUNT in order to wrongfully delay and conceal LESNAR's entry
22 into the USADA testing pool.

23 62. Hunt repeatedly asked WHITE who his UFC 200 opponent would be.
24 On May 27, 2016, at 1:16 p.m. (AET) HUNT asked WHITE in writing: *"Who am I*
25 *fighting at 200? Has Connor gotten that swell?"* WHITE responded in writing on
26 May 27, 2016 at 1:20 p.m. *"I'm working on it as we speak. I will have an opponent*
27 *for u next week my friend!!!"* At this time LESNAR, UFC and WHITE knew
28 LESNAR would be HUNT's opponent at UFC 200, but again failed to disclose this

1 to HUNT in order to continue wrongfully delaying and concealing LESNAR's
 2 entry into the USADA testing pool. On information and belief, WHITE and UFC
 3 were intentionally delaying the announcement because LESNAR was using banned
 4 substances and needed additional time in order to circumvent testing procedures.

5 63. In response to HUNT's denial to leaking UFC 200 reports to the
 6 media, WHITE stated to HUNT in writing on June 1, 2016 at 9:23 a.m. (AET): "*Ok*
 7 *please just keep it quiet Mark. It's important.*"

8 64. At this time, UFC and WHITE were aware that HUNT was trying to
 9 build his brand and social media following and that these were monetized interests.
 10 At UFC and WHITE's express demand, HUNT agreed to forego media interviews,
 11 which operated to the detriment of his brand, marketing, and promotional
 12 opportunities. On June 1, 2016 at 9:24 a.m. (AET), HUNT agreed in writing to
 13 WHITE to forego media interviews and keep quiet: "*I won't do anymore*
 14 *interviews.*"

15 65. Also on June 1, 2016, at 11:53 a.m. (AET), HUNT notified WHITE in
 16 writing that WHITE and UFC's delay was harming HUNT and would cost him a
 17 title fight.

18 66. Defendants wrongfully continued to delay LESNAR's entry into the
 19 testing pool and announcement of the bout.

20 67. In an interview with ESPN's Brett Okamoto on June 3, 2016, WHITE
 21 denied LESNAR's return to UFC. WHITE provided an untruthful and admittedly
 22 "*wacky explanation*" of the purported error concerning the creation of a
 23 UFC database leading to the inadvertent inclusion of LESNAR as an active fighter.⁵

24 68. On or about June 3, 2016, the same day that WHITE denied
 25 LESNAR's UFC return, LESNAR and UFC executed the bout agreement for UFC
 26 200. UFC would later admit on June 7, 2016, via public comment that "...
 27

28 ⁵ The interview can be found at: <https://www.youtube.com/watch?v=ffKKmTgsfV8&feature=youtu.be>
 A true and correct copy of this video, accessed January 9, 2017, is maintained by HUNT's counsel.

1 *conversations with [LESNAR] have been ongoing for some time.”*

2 69. On June 4, 2016, during the airing of UFC 199, UFC announced and
3 promoted that LESNAR would return from retirement to fight HUNT in UFC 200.

4 70. LESNAR’s return for UFC 200 was to be a “one-off” UFC bout
5 pursuant to WWE’s express permission due to WWE’s exclusive contract with
6 LESNAR.

7 71. The “one-off” nature of LESNAR’s return operated to eliminate any
8 deterrent or disincentive to LESNAR’s pre-fight doping. LESNAR’s and UFC’s
9 interests in having LESNAR compete in UFC 200 were aligned such that any
10 punishment from a doping violation, including suspensions or fines, would be
11 relatively negligible.

12 72. On June 5, 2016 at 12:23 p.m. (AET) HUNT asked WHITE in writing
13 “*Can u make sure [LESNAR] gets test properly . . .*” WHITE responded in writing
14 on June 5, 2016 at 2:14 (AET) “*They are all over him*”. That representation by
15 WHITE communicated to HUNT that UFC and WHITE would take reasonable
16 steps to ensure LESNAR would be a clean fighter at the time of UFC 200, and was
17 knowingly false such that UFC, WHITE and LESNAR had conspired to lure
18 LESNAR back for UFC 200 with a substantial purse with the actual knowledge and
19 intent that LESNAR would not be a clean fighter. HUNT reasonably relied on that
20 representation believing that LESNAR would not use banned substances and that
21 UFC and WHITE would not assist LESNAR in evading testing. On June 5, 2016,
22 at 5:06 p.m. (AET), WHITE again told HUNT in writing: “*Don’t say anything to*
23 *any media*”. WHITE and UFC were continuing to intentionally delay the
24 announcement; on information and belief, this was because LESNAR was using
25 banned substances and needed additional time in order to circumvent testing
26 procedures.

27 73. On June 6, 2016, live on ESPN’s morning edition of SportsCenter
28 with reporter Hannah Storm, LESNAR admitted his negotiations with UFC began

1 “three months ago”, necessarily in or around early March of 2016, more than four
2 months prior to UFC 200.

3 74. LESNAR further admitted his motive putting money above all else:

4 *Ms. Storm: Why do you think WHITE welcomed you back?*

5 *LESNAR: Big business. At the end of the day I’m a prize fighter . . . I*
6 *fight for money, and it’s no different, they’re making money, I’m*
7 *making money, everybody is making money. That’s what this is all*
8 *about . . . It just so happens I’m making a boatload of money . . . I*
9 *can’t disclose . . . there’s lots of zeroes behind it.*

10 75. LESNAR’s conduct and repeated false statements concerning UFC
11 200 is consistent with UFC’s profit-first motive, despite any detriment to others
12 including fighter safety.

13 *Ms. Storm: [What is your reaction to MMA reporter, Ariel Helwani,*
14 *being banned for life by UFC for breaking the news of your UFC*
15 *comeback.]*

16 *LESNAR: I don’t even know who that is . . . the only thing I care about*
17 *is me . . .*

18 **Figure A: LESNAR at UFC 200 weigh-in on July 8, 2016.**



24 Zuffa LLC via Getty Images

25 76. On or about June 6, 2016, LESNAR was registered by USADA into
26 UFC Anti-Doping Policy testing pool.

27 77. On June 7, 2016 at 7:19 a.m. (AET) HUNT stated to WHITE in
28 writing: “Dana if he test positive for juicing send me his ppv numbers . . .”

1 WHITE and UFC had actual knowledge that HUNT relied on their representations
 2 that LESNAR would be clean and that UFC and WHITE would not aid LESNAR in
 3 concealing his doping.

4 78. HUNT continued to express his reliance that LESNAR would not take
 5 banned substances and that WHITE and UFC would not aid LESNAR's attempt to
 6 cheat and evade detection.

- 7 a. On June 8, 2016 at 7:23 (AET) HUNT stated to WHITE in writing:
 8 *"Can u do 20 and 8 [UFC 200 tickets] up front and how about if he*
 9 *is positive for cheating . . ."*
- 10 b. On June 8, 2016 at 8:35 a.m. (AET) WHITE responded to HUNT
 11 in writing: *"USADA is testing the shit outta him . . ."*
- 12 c. In reliance on WHITE's representation, HUNT responded in
 13 writing on June 8, 2016 at 9:11 a.m. (AET): *"Ok"*
- 14 d. On June 8, 2016 at 5:15 p.m. (AET) HUNT stated to WHITE in
 15 writing: *"Hey Dana wats this waiver that Lesnar is getting from*
 16 *usada wats the deal"*
- 17 e. On June 8, 2016 at 6:59 p.m. (AET) HUNT stated to WHITE in
 18 writing: *"I'm not making weight if that guy doesn't have to test*
 19 *[comical emoticon/emoji face]"*
- 20 f. On June 8, 2016 at 7:50 p.m. (AET) HUNT stated to WHITE in
 21 writing: *"On a serious not why is he exempt from testing for 4*
 22 *months wen everyone has to"*
- 23 g. On June 9, 2016 at 12:10 a.m. (AET) WHITE stated to HUNT:
 24 *"We made a move to get a deal done with Vince to get him back for*
 25 *UFC200. USADA is testing the shit outta him as we speak. We*
 26 *went after Brock. He has no problem doing whatever tests USADA*
 27 *wants.*
- 28 h. On June 9, 2016 at 1:13 a.m. HUNT responded to WHITE in

1 writing and HUNT expressed concern that the four month testing
 2 exemption was being manipulated so LESNAR could get banned
 3 substances “*out of his system*”.

4 i. On June 9, 2016 at 3:22 a.m. WHITE stated to HUNT in writing:
 5 “*Brock is not exempt for any testing. He will be the most tested*
 6 *athlete on this card That are ALL OVER HIM.*” WHITE’s
 7 assertion was false.

8 j. Hunt reasonably relied on the foregoing statements by WHITE and
 9 UFC, which statements were false as Defendants were engaged in
 10 illegal RICO conduct described further below.

11 79. On information and belief, premised on publicly available documents,
 12 on or around July 1, 2016, the NAC requested further information from UFC
 13 justifying the LESNAR drug testing retirement exemption.

14 80. In an email from UFC executive Jeff Novitzky, dated July 1, 2016 at
 15 12:23 p.m., UFC admitted to the NAC that UFC notified LESNAR he would not be
 16 drug tested until he executed his UFC 200 bout agreement.

17 81. Defendants LESNAR and UFC both had actual knowledge of
 18 LESNAR’s impending participation in UFC 200 more than four months in advance
 19 of that event, constituting sufficient time for LESNAR to comply with USADA
 20 drug testing protocols.

21 82. On or around July 6, 2016, the LESNAR versus HUNT bout was
 22 promoted to UFC 200 main event following Jones’ removal from the fight card.

23 83. On or around July 7, 2016, UFC announced Anderson Silva would
 24 replace Jones in UFC 200 to fight Cormier, and the bout between Miesha Tate and
 25 Amanda Nunes was promoted to UFC 200 co-main event along with the bout
 26 between LESNAR and HUNT.

27 84. On July 8, 2016, LESNAR completed a pre-fight questionnaire stating
 28 he did not take or receive any medication or drugs, whether prescription or over-

1 the-counter, from anyone or anyplace, within the month prior to his UFC 200 bout.

2 85. On information and belief, LESNAR used prohibited substances
3 including Clomiphene after negotiations for UFC 200 began, but before he
4 executed UFC 200 bout agreement and became subject to drug testing.

5 86. Defendants and each of them conspired with the other to permit
6 LESNAR to evade USADA drug testing protocols imposed by the UFC Anti-
7 Doping Agreement.

8 87. UFC wrongfully abused its discretion to grant LESNAR's drug testing
9 exemption via USADA, as all Defendants had actual knowledge of LESNAR's
10 participation in UFC 200 more than four months prior to the event.

11 88. UFC, WHITE and LESNAR conspired and caused LESNAR to evade
12 USADA drug testing with actual knowledge or reckless disregard of LESNAR's
13 use of prohibited substances. As a direct and proximate result of Defendants'
14 conduct, Defendants caused a doping competitor, LESNAR, to fight a clean fighter,
15 HUNT, in violation of state and federal law and the parties' respective contracts.

16 89. On June 28, 2016, LESNAR produced a positive "out of competition"
17 urine sample to USADA.

18 90. UFC and USADA were aware of the option to expedite samples for a
19 nominal fee but failed to do so, notwithstanding LESNAR's drug testing exemption
20 and UFC's express statements to LESNAR as to the exact date he would remain
21 exempt from drug testing.

22 91. On information and belief, based on publicly available documents, the
23 average turnaround time for expedited drug testing results is approximately three
24 (3) days.

25 92. WHITE and UFC had actual knowledge that HUNT was building his
26 professional brand. On July 5, 2016 at 12:03 p.m. (AET) HUNT stated to WHITE
27 in writing: *"Hey Boss, can I have my camera guy have access to film me around*
28 *UFC 200 please. Doco on the book. Will have 2-3 guys."* WHITE and UFC

1 refused.

2 93. On July 9, 2016, at UFC 200, LESNAR defeated HUNT in a three
3 round unanimous judge's decision. LESNAR's payout was a UFC all-time record
4 \$2,500,000.00, not including his pay-per-view allocation, which HUNT is informed
5 and believes is in the millions of dollars. HUNT's payout totaled \$700,000.00.

6 94. As a direct and proximate result of Defendants' conduct, HUNT
7 sustained physical injury as a result of hand to hand combat with the drug-enhanced
8 fighter LESNAR. HUNT also sustained injury to his business and property
9 interests as described further below.

10 95. Also on July 9, 2016, the day of UFC 200, LESNAR provided a
11 positive "in competition" sample for testing.

12 96. On or around July 15, 2016, USADA and UFC learned of LESNAR'S
13 doping violation from his June 28, 2016 "out of competition" sample. LESNAR
14 tested positive for Clomiphene, an anti-estrogenic substance, and 4-
15 Hydroxyclophene. Clomiphene is not approved by the NAC and is a substance
16 prohibited by the NAC and by WADA.

17 97. On or around July 19, 2016, USADA and UFC learned of LESNAR'S
18 anti-doping violation from his July 9, 2016 "in competition" sample. LESNAR
19 again tested positive for Clomiphene and Hydroxyclophene, neither of which are
20 approved by the NAC and are prohibited by the NAC and by WADA.

21 98. ON July 27, 2016 at 7:15 a.m., HUNT stated to WHITE in writing:
22 *"This is what I want done . . . cheater forfeits his entire money to opponent . . . u*
23 *told me he was clean."*

24 99. Despite LESNAR's win being overturned to a no contest, Defendants
25 directly and proximately caused HUNT lost opportunities for career advancement,
26 lost opportunity to fight and win fair bouts, past and future lost wages, and the lost
27 opportunity to further his earning potential including advancement to title fights
28 and promotional and marketing opportunities.

100. UFC 200 was not the first time UFC caused or willfully permitted a doping fighter to compete against HUNT.

101. On March 20, 2016, at UFC Fight Night, HUNT fought Mir which was broadcast globally by wire including via television and internet.

- a. Mir had a pre-existing history of using prohibited substances and was granted a “Therapeutic Use Exemption” (“TUE”).
- b. Mir’s TUE included amphetamines and testosterone via TRT.
- c. UFC and WHITE, knowingly facilitated Mir’s use of banned substances, concealed the information from HUNT, and caused the doping Mir to fight HUNT. Mir tested positive for a prohibited substance classified as an anabolic steroid. UFC and WHITE’s conduct is consistent with a pattern, both prior to the current Anti-Doping Policy and after the enactment of the Anti-Doping Policy, to aid cheating fighters in circumventing drug testing or facilitating outright doping under the guise and false pretense of medical or therapeutic use exemptions. Mir’s TUE conferred a wrongful competitive advantage, including strength advantages useful in hand to hand combat.
- d. Mir’s presence in the fighter pool, aided by UFC and WHITE, was illegitimate and artificially inflated the fighter pool, depressing wages paid to HUNT, as Mir and other doping fighters would not otherwise possess the power, strength, skill or ability to compete at elite levels of MMA without banned substances.

102. On December 7, 2013, at UFC Fight Night, HUNT fought Antonio “Bigfoot” Silva (“Silva”), which was broadcast globally by wire including via television and internet.

- a. Silva had a pre-existing history of using prohibited substances, was granted a TUE, and knowingly permitted to inject testosterone.

- b. Silva tested positive for abnormally high testosterone levels.
- c. UFC and WHITE knowingly facilitated Silva's use of banned substances, concealed the information from HUNT, and caused the doping Silva to fight HUNT.
- d. UFC and WHITE's conduct is consistent with a pattern, both prior to the current Anti-Doping Policy and after the enactment of the Anti-Doping Policy, to aid cheating fighters in circumventing drug testing or facilitating outright doping under the guise and false pretense of medical or therapeutic use exemptions. Silva's TUE conferred a wrongful competitive advantage, including strength advantages useful in hand to hand combat.
- e. HUNT was harmed in fight with Silva. HUNT broke his hand in two places, and required surgery inserting screws in his hand.
- f. The fight ended in a draw.
- g. By reason of UFC and WHITE's wrongful conduct, HUNT fought Silva; HUNT would not have broken his hand otherwise.
 - i. Causation is twofold. First, Silva was only permitted to fight by reason of WHITE and UFC's wrongful conduct, he would otherwise be precluded from fighting for taking banned substances. HUNT would not have suffered a broken hand or suffered a draw. Second, HUNT will establish by expert testimony, that Silva and all doping opponents, are more difficult to knock out or otherwise defeat, and are also more powerful and cause more damage while taking and receiving strikes, such that HUNT would not have broken his hand even if the bout proceeded as it did.
 - ii. Indeed, in a bout that was judged as an exceedingly rare draw by decision, Silva earned a draw (and HUNT suffered a

draw) only by reason of UFC, WHITE, and Silva's wrongful conduct. That is, in a bout that was too close to call, one competitor's doping advantage was a common sense cause of the result.

iii. Like UFC 200, HUNT would have been in a better position had he not competed in the bout at all. HUNT was deprived of an informed choice due to Defendants' practice of concealing that his opponent will have the benefit of banned performance enhancing substances.

h. At this time, HUNT was under contract with UFC and forced to miss at least three (3) fights while he recovered from surgery for more than nine months.

i. HUNT earned no income during that period.

j. HUNT was deprived of his contractual income for those three additional fights by reason of UFC and WHITE's wrongful conduct.

103. UFC's conduct represents a pattern of liberally granting purported use exemptions and other drug testing exemptions, without any additional safeguards to prevent abuse.

104. UFC had actual knowledge that a material inducement for HUNT to compete in and contract with UFC was UFC's assurances to maintain and actually implement stringent drug testing of its fighters.

105. On August 21, 2016, LESNAR participated in WWE Summerslam.

106. On August 23, 2016, the NAC confirmed LESNAR tested positive for the estrogen blocker, Clomiphene, and temporarily suspended him. Clomiphene is a commonly used PCT to regulate natural testosterone production following a cycle of anabolic steroids or similar banned substance.

107. In an Adjudication Agreement between LESNAR and the NAC,

1 LESNAR admitted to the above-referenced positive drug tests, and admitted these
 2 positive tests “*brought disrepute to unarmed combat.*” Pursuant to the
 3 Adjudication Agreement, LESNAR accepted a 12-month suspension from UFC and
 4 a fine of \$250,000.00, equal to just one-tenth of his total UFC 200 purse, not
 5 including additional pay-per-view proceeds LESNAR received, if any. LESNAR
 6 continues to participate in WWE as one of its most famous stars.

7 108. As a result of LESNAR’s doping violation, and as reflected in the
 8 Adjudication Agreement, the result of the LESNAR-HUNT UFC 200 bout was
 9 changed to a no contest.

10 109. LESNAR’s and UFC’s conduct in connection with UFC 200
 11 constituted a wrongful threat to fighter health and safety.

12 110. HUNT suffered damage to his business and property interests.

13 111. HUNT’s appearance fees prior to UFC 200 were as follows:

Date	Event	Amount	Status
March 4, 2016	Gold Coast UFC Bar Appearance	\$10,000.00 (AUD)	Paid
March 14, 2016	Smart College Appearance	\$10,000.00 (AUD)	Paid
March 20, 2016	Brisbane UFC After Party	\$10,000.00 (AUD)	Paid
June 13, 2016	Razer Laptop Appearance	\$10,000.00 (AUD)	Paid
July 7, 2016	Documentary License Fee	\$50,000.00 (NZD)	Paid

112. HUNT appearances after UFC 200:

Date	Event	Amount	Status
July 9, 2016	UFC 200 After Party	\$10,000.00	Not paid- HUNT appearance canceled
September 4, 2016	Call of Duty Ambassador	\$12,500.00 (AUD)	Not paid- HUNT dropped as ambassador
September 22, 2016	Rizen Movie Shoot	\$50,000.00 (AUD) + 5% profit share	Not paid- HUNT removed from role
September 30, 2016	PlayStation/Activision Commercial	\$40,000.00 (AUD)	Not paid- HUNT appearance canceled
December 5, 2016	Fight Night Appearance	\$40,000.00 (USD)	Not paid- HUNT appearance cancelled
April 2017	Sydney Health Expo	\$10,000.00 (AUD)	Not paid- HUNT appearance cancelled

On information and belief, these appearances were cancelled by the respective event promoters/organizers because Defendants' collusion to facilitate LESNAR's doping and illegitimate victory in UFC 200 damaged HUNT's brand such that those appearance offers were revoked. None of the appearances were cancelled by HUNT. The cancellations injured HUNT's business and property interests in excess of \$90,000.00 in an amount to be proven at trial.

113. HUNT generates advertisement revenue via the internet including twitter, facebook and markhunt.tv. The advertising revenue is calculated based upon website traffic. HUNT suffered damages in reduced advertisement revenue because Defendants' collusion to facilitate LESNAR's doping and illegitimate

1 victory in UFC 200 damaged HUNT's brand such that fewer internet users frequent
2 his social media pages.

- 3 a. In the two months prior and one month following HUNT's March
4 20, 2016, bout against Frank Mir ("Mir"), a far lesser draw than
5 LESNAR, HUNT's social media generated five (5) independent
6 volume spikes in excess of 2 million posts, including four meeting
7 or exceeding 4 million posts.
- 8 b. In the two months prior and one month after HUNT's UFC 200
9 bout with LESNAR, a far greater draw than Mir, HUNT's social
10 media generated only two independent volume spikes in excess of 2
11 million posts, and none exceeded 4 million posts.
- 12 c. The advertising revenue data establishes that Defendants wrongful
13 conduct caused HUNT twofold harm. First, HUNT's advertising
14 revenue was harmed by Defendants' wrongful delay in announcing
15 the bout. Second, HUNT's advertising revenue was harmed by
16 losing the bout caused by Defendants' illegal scheme to confer
17 LESNAR a wrongful competitive advantage in the bout.
- 18 d. HUNT's advertising revenue damages will be proven at the time of
19 trial, including through the testimony of qualified experts as to
20 causation and quantifiable damages.

21 114. Earlier in his career, HUNT was commonly known as "The Doctor," a
22 nickname he received for "prescribing sleeping pills" to his opponents by virtue of
23 his one-punch knockout power. More recently, HUNT has gone by the nickname
24 "Super Samoan," which is prominently tattooed on his back and is highly visible
25 during his bouts. HUNT maintains a large fan and consumer base in the United
26 States, and his brand is also highly regarded in Japan, where he previously won the
27 K-1 World Grand Prix in 2001, a premier kickboxing event. HUNT is also the
28 Director of Juggernaut, "Apparel & Fight Gear by Mark Hunt" and earns income

1 therefrom. His fighting style is described as: “sheer power, technical boxing
2 prowess, and a great jaw.”

3 115. On July 8, 2016, one day prior to UFC 200, HUNT earned \$5,000.00
4 in licensing and royalties by and through Juggernaut. HUNT has not generated
5 license or royalty fees since UFC 200. HUNT’s lost revenue from his clothing
6 brand will be proven at the time of trial, including through the testimony of
7 qualified experts as to causation and quantifiable damages.

8 116. HUNT authored a book titled “Born to Fight.” Book sales generated
9 and continue to generate revenue for HUNT. HUNT suffered damages in declining
10 book sales because Defendants’ collusion to facilitate LESNAR’s doping and
11 illegitimate victory in UFC 200 directly damaged HUNT’s brand, reducing the
12 demand for his book. The amount of HUNT’s damages attributable to the decline
13 in book sales revenue due to Defendants’ actions described herein will be proven at
14 the time of trial, including through the testimony of qualified experts as to causation
15 and quantifiable damages.

16 117. Had HUNT known of WHITE, UFC and LESNAR’s doping scheme,
17 HUNT would have declined the fight, negotiated a far more lucrative agreement
18 contemplating a clean fighter being subjected to hand-to-hand combat with a
19 doping fighter, or otherwise protected his interests.

20 118. WHITE, UFC, and LESNAR’s doping scheme worked to the wrongful
21 benefit of all Defendants. LESNAR gained a lucrative payday notwithstanding his
22 use of banned substances, and the negligible subsequent fine.

23 119. By suppressing LESNAR’s positive drug tests until after UFC 200,
24 UFC and WHITE were able to profit from the LESNAR-HUNT main event draw.
25 *The alternative was to publicly confront the fact that UFC was struggling to find*
26 *legitimate, non-doping opponents for HUNT in the heavyweight division.* The
27 highly anticipated UFC 200 spectacle would have been an embarrassing failure
28 with an underwhelming main event.

120. UFC continues its practice of wrongfully facilitating and concealing doping under the guise of an anti-doping mission. As a direct consequence, UFC fighter pool is infested with doping competitors.

121. UFC's wrongful doping scheme artificially increases the fighter pool and allows inferior competitors to succeed who would otherwise be incapable of becoming professional mixed martial artists. This illegitimate surplus of fighters in the heavyweight division depressed and continues to depress wages of HUNT.

122. UFC puts a disproportionate number of its doping fighters in the octagon with HUNT (four in a row).

123. By reason of LESNAR, UFC, and WHITE's fraud, including written statements constituting wire fraud, HUNT, a clean competitor, fought against LESNAR, a doping competitor.

124. By reason of Defendants' doping scheme and wrongful concealment of LESNAR's known doping, HUNT's business and property interests were harmed as described above. HUNT was and is in a worse financial position for having competed in UFC 200.

UFC FIGHT NIGHT 121: HUNT MEDICALLY CLEARED TO FIGHT AND IS NEVERTHELESS REMOVED FROM CARD FOR PURPORTED "MEDICAL" REASONS

125. HUNT was wrongfully removed from "UFC Fight Night 121" under the pretext of "medical concerns." The allegations of this paragraph are applicable to each of HUNT's claims and are incorporated as though set forth fully in those respective claims.

- a. Pursuant to the PARA, defendants UFC and WHITE scheduled HUNT for a main event bout at the November 19, 2017 "UFC Fight Night 121."
- b. Pursuant to the PARA and bout agreement, Hunt was to be paid a fight purse. The amount of the fight purse compensation exceeds

- 1 the jurisdictional minimum of this Court and is set forth in
2 documents filed under seal already before the Court and all parties.
- 3 c. In reasonable reliance that defendants UFC and WHITE would
4 proceed in good faith regarding UFC Fight Night 121, HUNT
5 incurred more than \$100,000.00 in expenses for his pre-fight
6 training camp, which is customary, reasonable, and foreseeable in
7 the industry of professional mixed martial arts.
- 8 d. Prior to October 10, 2017, HUNT authored a published article,
9 which included a discussion of Defendants' respective
10 contributions to the RICO doping scheme.
- 11 e. On or about October 10, 2017, defendants UFC and WHITE
12 wrongfully removed HUNT from UFC Fight Night 121 citing
13 purported "medical concerns." The UFC's announcement of
14 HUNT's removal specifically referenced HUNT's published article.
- 15 f. Prior to October 10, 2017, defendants UFC and WHITE received
16 results from HUNT's October 4, 2017 medical assessment with an
17 eminently qualified neurosurgeon. HUNT's brain imaging was
18 normal and the doctor recommendation cited no neurosurgical
19 contraindication to HUNT's return to contact sports, and
20 specifically referenced the November bout [UFC Fight Night 121].
- 21 g. Prior to October 10, 2017, UFC and WHITE had actual knowledge
22 that HUNT had no objective medical basis for his removal from
23 UFC Fight Night 121.
- 24 h. UFC's announcement of HUNT's removal was carried out by wire
25 as contemplated by 18 U.S.C. section 1343.
- 26 i. UFC and WHITE's citation to "medical concern" for HUNT's
27 removal from UFC Fight Night 121 was knowingly false.
- 28 j. On information and belief, the purported "medical concern" was a

pretextual and retaliatory response to HUNT's initiation of the instant litigation exposing the RICO doping scheme, and in furtherance of efforts to suppress further public scrutiny of the UFC's doping debacle, including UFC 200.

k. As a direct and proximate result of WHITE and UFC's wrongful removal of HUNT from UFC Fight Night 121, Hunt suffered the loss of his fight purse and incurred expenses exceeding \$100,000.00.

FIRST CAUSE OF ACTION: RICO VIOLATIONS AND CONSPIRACY TO COMMIT RICO VIOLATIONS [18 U.S.C. § 1961 et seq.]

(Against UFC, LESNAR & WHITE)

126. HUNT realleges and incorporates herein by this reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

127. UFC is a "person" within the meaning of 18 U.S.C. section 1961(3).

128. LESNAR is a "person" within the meaning of 18 U.S.C. section 1961(3).

129. WHITE is a "person" within the meaning of 18 U.S.C. section 1961(3).

130. Does 1 through 50 are "persons" within the meaning of 18 U.S.C. section 1961(3).

131. Defendants and each of them, engaged in a continuing course of conduct ("CONDUCT"), which CONDUCT and activities in furtherance of such CONDUCT is described in this paragraph and which was and is designed to wrongfully cause doping fighters to engage in hand to hand combat known as MMA with non-doping, clean fighters, who are induced to compete against doping fighters to the detriment of the health and safety of all fighters, and to the monetary benefit of Defendants and others involved in this scheme, which is and continues to

1 be perpetrated by fraud, deceit and false pretenses with the intention of wrongfully
 2 obtaining labor and services of fighters, and with the intention of obtaining ticket
 3 and pay-per-view sales from the general public and other marketing and
 4 promotional opportunities, in the United States and abroad. This scheme further
 5 includes devices and accommodations for doping fighters to circumvent drug
 6 testing or minimize punishment for positive drug tests to the detriment of any
 7 deterrent effect of UFC and WADA Anti-Doping Policies, which CONDUCT is
 8 done for the purpose of wrongfully maximizing profit-including the recent
 9 approximately \$4,200,000,000.00 sale of UFC, to the detriment of the health and
 10 safety of all fighters and to the detriment of fair competition. In furtherance of this
 11 scheme to acquire money and fighter labor and services by fraud and false
 12 pretenses, Defendants and each of them communicated by wire and radio
 13 communications, and, as discussed in detail below, each such communication is an
 14 indictable offense for Wire Fraud under 18 U.S.C. section 1343.

15 132. Pursuant to the CONDUCT, doping fighters, including LESNAR,
 16 wrongfully obtained the benefit of enhanced physical strength, muscle recovery,
 17 and other improper competitive advantages over clean fighters. Doping fighters are
 18 materially benefited by advancing their likelihood of winning bouts and
 19 corresponding profits from win bonuses, title fight consideration, career
 20 advancement, promotional opportunities and other related monetary benefits. Such
 21 benefits are wrongfully derived at the expense of clean fighters and jeopardize and
 22 increase the risk of serious injury or death to all fighters.

23 **Figure B:** Doping LESNAR fights HUNT, a clean competitor, at UFC 200.
 24
 25
 26
 27
 28



UFC.com “[Dana White] told me he was clean.”

133. Pursuant to the CONDUCT, promoters, including UFC, wrongfully obtain the benefit of bouts featuring steroid-enhanced fighters that are bigger, faster, and stronger, notwithstanding any unfair competitive disadvantage to clean fighters. Permitting doping fighters to participate in bouts preserves the high name recognition and celebrity of many known doping fighters to wrongfully maximize fight attendance and pay-per-view subscriptions. Improper drug testing exemptions and failure to fully enforce doping penalties further wrongfully benefits promoters, including UFC, by minimizing doping fighter suspensions to preserve their availability to compete and profit from future fight cards, including UFC bouts.

134. LESNAR and UFC knowingly implemented the CONDUCT in connection with UFC 200, as set forth fully above in the factual allegations. LESNAR’s and UFC’s CONDUCT was indispensable to achieving the enterprise’s goals. LESNAR may return to fight in UFC. LESNAR therefore presents a continuing threat of repeated CONDUCT.

135. The above-referenced CONDUCT constitutes an “ENTERPRISE” within the meaning of 18 U.S.C. section 1961 (4). This ENTERPRISE, consisting of individuals, corporations and other legal entities, and groups of individuals associated in fact, is separate and distinct from each individual Defendant. The structure of the ENTERPRISE consists of fight promotions, including UFC, doping

1 fighters, including but not limited to LESNAR and Belfort, UFC employees and
 2 agents specifically referenced below, which ENTERPRISE is disguised and
 3 appearing as legitimately engaged in efforts to combat doping in MMA, when
 4 actually, the ENTERPRISE advances and willfully facilitates the use of steroids,
 5 both affirmatively and by omission as described herein. Each participant
 6 knowingly participates in the scheme and has a common purpose to acquire and
 7 obtain money by fraud, false pretenses or false representation or promises, which
 8 CONDUCT is facilitated by wire fraud including emails as described herein.

9 136. In this case, the ENTERPRISE specifically includes, but is not limited
 10 to:

- 11 a. LESNAR;
- 12 b. Belfort;
- 13 c. Frank Mir;
- 14 d. Antonio Silva
- 15 e. UFC;
- 16 f. UFC official WHITE;
- 17 g. UFC official Jeff Novitzky;
- 18 h. UFC's former vice president and general counsel, Ike Epstein;
- 19 and
- 20 i. WWE.

21 137. The above-referenced participants in the ENTERPRISE, and each of
 22 them, are members of the larger associated-in-fact ENTERPRISE.

23 138. Defendants and each of them are associated with the ENTERPRISE
 24 engaged in and affecting interstate commerce and conducted and participated in the
 25 CONDUCT and affairs of that ENTERPRISE through a pattern of racketeering
 26 activity.

27 139. Defendants engaged in CONDUCT that affects interstate commerce
 28 through pay-per-view and ticket sales, as well as promoting the fight through

1 various media outlets across state lines.

2 140. UFC is associated with the ENTERPRISE in that it knowingly
3 influences the ENTERPRISE participants to carry out the CONDUCT to
4 wrongfully cause and facilitate doping fighters to compete with clean fighters,
5 which clean fighters are induced to contract under the false representation that no
6 competitor shall use substances on the WADA prohibited list. UFC CONDUCT
7 includes a pattern of wrongfully granting doping or drug testing exemptions and
8 causing those doping fighters to compete with clean fighters.

9 141. Defendants engaged in a pattern of racketeering activity within the
10 meaning of 18 U.S.C. section 1961(5), including use of wire, radio and mail in
11 furtherance of the scheme to advance the CONDUCT by false pretenses and fraud.
12 These acts occurred over the course of at least a four-year period and are indictable
13 under 18 U.S.C. section 1343 (relating to wire fraud). Defendants participated in
14 the conduct of the affairs of the ENTERPRISE through this pattern of racketeering
15 activity. The CONDUCT described herein has and continues to occur with no
16 indication the participants will cease their illegal CONDUCT. The racketeering
17 CONDUCT described herein includes but is not limited to the schemes surrounding
18 UFC 152 and UFC 200.

19 142. HUNT specifically alleges Defendants, and each of them engaged in
20 CONDUCT constituting both open-ended conduct and closed-ended conduct
21 representing a regular way of doing business for the ENTERPRISE such that it
22 presents a substantial risk of continuing and repeating violations of law.

23 143. Defendants devised the CONDUCT or artifice to defraud HUNT, other
24 clean fighters, the general viewing public who purchase tickets and pay-per-view
25 subscriptions and merchandise, as well as advertisers and sponsors, which scheme
26 was devised to obtain property, including but not limited to, money, labor and
27 services by means of false or fraudulent pretenses, representations, or promises.

28 144. Examples of Defendants' use of wire to further their scheme

1 constituting indictable offenses under 18 U.S.C. section 1343, include but are not
2 limited to:

3 a. As to UFC, the above referenced emails, dated September 4,
4 2012 at 3:01 p.m.; September 4, 2012 at 3:04 p.m.; September 4, 2012 at 3:55 p.m.;
5 September 12, 2012 at 7:16 p.m.; and July 1, 2016, at 12:23 p.m. Also the above-
6 referenced WHITE interview on June 3, 2016.

7 b. As to LESNAR, he has publicly admitted to acts in furtherance
8 of the CONDUCT on televisions, ESPN's SportsCenter, including the morning of
9 June 6, 2016 with host Hannah Storm.⁶ HUNT will acquire the referenced
10 communications via discovery in this case and will seek leave to amend this section
11 of the complaint accordingly.

12 c. As to LESNAR and UFC, Defendants promoted UFC 200 in
13 furtherance of the CONDUCT on television and via the internet, including a
14 television advertisement airing on June 4, 2016 during UFC 199.

15 d. As to UFC and WHITE, as specifically described in paragraphs
16 29, 30, 34, 57, 61, 62, 63, 64, 72, 77, 78, 92, and 98, which provide exact
17 quotations of the representations, sender and recipient and time stamp.

18 145. The CONDUCT is and has been UFC's and the ENTERPRISE's
19 continuing and ongoing way of doing business. Carrying out the scheme
20 constitutes a threat of continued racketeering activity.

21 146. HUNT currently lacks sufficient information as to whether
22 Defendants' racketeering activity is a result of an express agreement.

23 147. Defendants and each of them perpetrated the CONDUCT described
24 herein and conspired to do the same, which is inferred from words, actions, or the
25 interdependence of the activities and persons involved in those activities.

26 148. As to UFC and UFC employee or agent defendants, those defendants
27

28 ⁶ The interview can be found at: https://www.youtube.com/watch?v=y5L8Y_8wgxo
A true and correct copy of this video, accessed January 9, 2017, is maintained by HUNT's counsel.

1 conspired to commit the acts described herein, and did so willfully or with actual
 2 knowledge of the CONDUCT, and which defendants conspired pursuant to both
 3 intracorporate and intercorporate conspiracies.

4 149. In doing the things herein alleged, Defendants and each of them
 5 violated 18 U.S.C. section 1962 (c) and (d) by participating, directly or indirectly,
 6 in the CONDUCT of the ENTERPRISE's affairs through a pattern of racketeering
 7 activity and conspiring to do the same.

8 150. As a direct and proximate result of Defendants' violations of 18 U.S.C.
 9 section 1962, HUNT has been damaged, the exact amount of which will be subject
 10 to proof at trial, which injury and damage was a foreseeable result of Defendants'
 11 misconduct.

12 151. Defendants made the above communications in furtherance of the
 13 CONDUCT and in furtherance of the affairs of the ENTERPRISE, over the course
 14 of several years including from UFC headquarters in Nevada, and across state lines
 15 and in foreign countries.

16 152. Defendants committed the substantive violations for this claim as
 17 described in this section and also conspired to commit those substantive violations.

18 **SECOND CAUSE OF ACTION: RACKETEERING & CONSPIRACY TO**
 19 **COMMIT CRIME RELATED TO RACKETEERING (NRS § 207.350 et seq.)**

20 **(Against UFC, LESNAR & WHITE)**

21 153. HUNT realleges and incorporates herein by this reference each and
 22 every allegation contained in the preceding paragraphs as though fully set forth
 23 herein, including without limitation paragraphs 8 through 152.

24 154. Defendants committed, attempted to commit or conspired to take
 25 property under circumstances not amounting to robbery in violation of Nevada
 26 Revised Statutes, section 207.360, subdivision (9), as described fully and
 27 specifically above in the factual allegations and RICO claim.
 28

1 155. Defendants committed, attempted to commit or conspired to obtain
 2 money by means of false pretenses, in violation of Nevada Revised Statutes, section
 3 207.360, subdivision (26), as described fully and specifically above in the factual
 4 allegations and RICO claim:

- 5 a. HUNT realleges and incorporates herein by this reference each and
 6 every allegation contained in the preceding paragraphs as though
 7 fully set forth herein, including without limitation, paragraphs 8
 8 through 152.
- 9 b. Defendants and each of them knowingly and designedly by false
 10 pretense obtained HUNT's labor and services and obtained money
 11 rightfully belonging to HUNT, with the intent to cheat and defraud
 12 HUNT of his money, labor and services.
- 13 c. The money, labor and services obtained from HUNT exceeded the
 14 statutory amount of \$650.00, constituting a state law category B
 15 felony.
- 16 d. Defendants' CONDUCT was the direct and proximate cause of
 17 damages to HUNT in an amount to be proven at trial.

18 156. Defendants committed, attempted to commit or conspired to commit
 19 fraud, in violation of Nevada Revised Statutes, section 207.360, subdivision (33), as
 20 described fully and specifically above in the factual allegations and RICO claim:

- 21 a. HUNT realleges and incorporates herein by this reference each and
 22 every allegation contained in the preceding paragraphs as though
 23 fully set forth herein, including without limitation, paragraphs 8
 24 through 152.
- 25 b. Defendants and each of them, in the course of the ENTERPRISE
 26 and their respective occupations, knowingly and with the intent to
 27 defraud, engaged in multiple acts, practices and schemes which
 28 operated as a fraud and deceit by false representations known to be

false or omitted.

c. Such representations were intended to cause HUNT to rely on them, and HUNT did reasonably rely on them.

d. As a result of Defendants' CONDUCT, HUNT was damaged as described herein, in an amount according to proof at trial.

e. As fully set forth at paragraphs 8 through 152 Defendants acted with oppression, fraud and malice.

157. Defendants committed, attempted to commit or conspired to commit a battery against HUNT in violation of Nevada Revised Statutes, section 207.360, subdivision (4), in that HUNT did not contract and agree to hand to hand combat with a doping fighter, LESNAR, as discussed in the below battery claim.

158. Each of the above-referenced violations constitute crimes related to racketeering and unlawful acts in furtherance of the ENTERPRISE and criminal syndicate, as set forth fully in the above factual allegations and RICO claim, which is hereby incorporated as though set forth fully here.

159. By reason of Defendants' CONDUCT, HUNT suffered special and general damages in an amount to be proven at trial, including physical, economic and business and property loss set forth fully above.

160. Defendants committed the substantive violations for this claim as described in this section and also conspired to commit those substantive violations.

THIRD CAUSE OF ACTION: COMMON LAW FRAUD

(Against UFC, LESNAR & WHITE)

161. HUNT realleges and incorporates herein by this reference each and every allegation contained in the preceding paragraphs as though fully set forth herein, including without limitation, CONDUCT supporting this claim specifically alleged at paragraphs 8 through 152.

162. Defendants and each of them, in the course of the ENTERPRISE and their respective occupations, knowingly and/or with insufficient basis of

1 information to make the representation, and with the intent to defraud, engaged in
 2 multiple acts, practices and schemes which operated as a fraud and deceit by false
 3 representations known to be false or omissions of material facts where Defendants
 4 should have otherwise made full disclosures of facts known to them.

5 163. Specifically, WHITE in his individual capacity, and UFC through
 6 WHITE made the false statements and omissions described in paragraphs 29, 30,
 7 34, 57, 61, 62, 63, 64, 72, 77, 78, 92, and 98, which provide exact quotations of the
 8 representations, sender and recipient and time stamp.

9 164. Such representations and omissions were intended to cause HUNT to
 10 rely on them, and HUNT did reasonably rely on them as evidenced by HUNT's
 11 written statements in reply to WHITE. In reliance on WHITE and UFC's
 12 statements, HUNT fought the doping competitor, LESNAR.

13 165. As a result of Defendants' CONDUCT, HUNT was damaged as
 14 described herein, in an amount according to proof at trial.

15 166. As fully set forth in paragraphs 8 through 152, Defendants acted with
 16 oppression, fraud and malice. HUNT requests an award of exemplary and punitive
 17 damages for the sake of example and by way of punishing Defendants, in an
 18 amount sufficient to deter continued or future similar CONDUCT.

19
 20 **FOURTH CAUSE OF ACTION: CIVIL AIDING AND ABETTING FRAUD**

21 **(Against UFC, LESNAR & WHITE)**

22 167. HUNT realleges and incorporates herein by this reference each and
 23 every allegation contained in the preceding paragraphs as though fully set forth
 24 herein.

25 168. WHITE knew that a fraud was being committed by UFC and LESNAR
 26 against HUNT, as set forth in claims one through three.

27 169. WHITE gave substantial assistance and encouragement to them, and
 28 WHITE was aware of his role in promoting the fraud at the time it occurred, as set

1 forth fully in the background and factual allegations section and claims one through
2 three.

3 170. WHITE's conduct caused harm to HUNT.

4 171. LESNAR knew that a fraud was being committed by UFC and WHITE
5 against HUNT, as set forth in claims one through three.

6 172. LESNAR gave substantial assistance and encouragement to them, and
7 LESNAR was aware of his role in promoting the fraud at the time it occurred, as set
8 forth fully in the background and factual allegations section and claims one through
9 three.

10 173. LESNAR's conduct caused harm to HUNT.

11 174. UFC knew that a fraud was being committed by WHITE and LESNAR
12 against HUNT, as set forth in claims one through three.

13 175. UFC gave substantial assistance and encouragement to them, and UFC
14 was aware of his role in promoting the fraud at the time it occurred, as set forth
15 fully in the background and factual allegations section and claims one through
16 three.

17 176. UFC's conduct caused harm to HUNT.

18
19 **FIFTH CAUSE OF ACTION: BREACH OF CONTRACT**

20 **(Against UFC Only)**

21 177. HUNT realleges and incorporates herein by this reference each and
22 every allegation contained in the preceding paragraphs as though fully set forth
23 here, including without limitation, paragraphs 8 through 152.

24 178. UFC and HUNT entered a valid contract supported by consideration
25 titled the Promotional and Ancillary Rights Agreement ("PARA"). A true and
26 correct copy of this agreement is attached to the Appendix filed herewith under seal
27 as **Exhibit A**, and is hereby incorporated by reference. (Under seal pursuant to
28 Court Order ECF No. 10.)

179. UFC and HUNT entered a valid contract supported by consideration titled Zuffa, LLC Bout Agreement UFC 200 (UFC 200 Bout Agreement). A true and correct copy of this agreement is attached to the Appendix filed herewith under seal as **Exhibit B**, and is hereby incorporated by reference. (Under seal pursuant to Court Order ECF No. 10.)

180. Specifically, UFC agreed under the PARA at section 3.1 and UFC 200 Bout Agreement (incorporating the PARA) that “ZUFFA shall comply with and be bound by the rules and regulations of the Athletic Commission.”

181. UFC breached and failed to perform pursuant to the PARA and UFC 200 Bout Agreement, and each of them, by failing to comply with rules and regulations of the Athletic Commission.

182. UFC failed to comply with the following rules and regulations of the Nevada Athletic Commission (“NAC”):

a. NAC Rule: If a promoter is approached with a request or suggestion that a contest not be conducted honestly, that person must immediately report that to the Commission.

i. UFC Failure to Comply: As set forth above in the factual allegations, LESNAR suggested or requested the UFC 200 bout not be conducted honestly because he was using banned substances. UFC failed to report that to the Commission and affirmatively concealed and aided LESNAR’s doping.

b. NAC Rule: Do not violate laws of Nevada.

i. UFC Failure to Comply: As set forth in this complaint, UFC violated Nevada law, including the breach of the covenant of good faith and fair dealing.

c. NAC Rule: Do not provide false or misleading information to the Commission.

i. UFC Failure to Comply: As set forth above in the factual

allegations, the NAC inquired about LESNAR's 4-month testing exemption and UFC provided false and misleading information to the NAC in an email from UFC executive Jeff Novitzky, dated July 1, 2016 at 12:23 p.m., which concealed UFC, WHITE, and LESNAR's doping scheme.

d. NAC Rule: Do not knowingly deal with a person who is engaged in any activity or practice that is detrimental to the best interests of unarmed combat.

i. UFC Failure to Comply: LESNAR, as acknowledged by his own admission, brought disrepute to unarmed combat through his positive drug tests, which is detrimental to the best interests of the sport. UFC had actual knowledge of LESNAR's doping in advance of UFC 200 and continued to knowingly deal with LESNAR.

183. HUNT further alleges and asserts, on information and belief, that UFC knowingly permitting and encouraging a cheating fighter to fight a clean fighter is contrary to the rules of the NAC, and UFC breached its contracts with HUNT by knowingly encouraging and facilitating a cheating fighter to fight a clean fighter.

184. The breaches and failures to perform were unexcused.

185. HUNT was damaged by UFC's breaches in an amount to be proven at trial, which damage was caused by and the foreseeable consequence of UFC's breach.

SIXTH CAUSE OF ACTION: BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

(Against UFC Only)

186. HUNT realleges and incorporates herein by this reference each and every allegation contained in the preceding paragraphs as though fully set forth

1 herein.

2 187. UFC and HUNT entered valid contracts, the PARA and UFC 200 Bout
3 Agreement.

4 188. In addition to the above-referenced breach of contract, UFC breached
5 the implied covenant of good faith and fair dealing by deliberately countervailing
6 the intent and spirit of the contract through both its actions and omissions discussed
7 herein, which CONDUCT was not in good faith.

8 189. UFC was the party in the superior position, and wrongfully
9 manipulated bouts, including UFC 200, in a manner that compromised HUNT's
10 benefits under the above-referenced contracts.

11 190. UFC's wrongful CONDUCT includes without limit negotiating with
12 and causing HUNT to fight with known dopers and repeated knowing failures to
13 provide HUNT with clean opponents as is the implied intent of the above-
14 referenced contracts.

15 191. UFC's acts and omissions were unfaithful to the purpose of the
16 contract and violated HUNT's justified expectation of fair bouts pursuant to the
17 parties' contract.

18 192. As a direct, proximate and legal result of UFC's breach of this
19 covenant, HUNT has been damaged as described herein and in an amount to be
20 proven at trial.

21 **SEVENTH CAUSE OF ACTION: UNJUST ENRICHMENT**

22 **(Against UFC, LESNAR & WHITE)**

23 193. HUNT realleges and incorporates herein by this reference each and
24 every allegation contained in the preceding paragraphs as though fully set forth
25 herein.

26 194. UFC purports to have the leading anti-doping policy in the world.
27 That assertion is false. Other anti-doping policies award to the non-doping athlete
28 the purse or win proceeds earned by the doping fighter. UFC and WHITE elected

1 not to do so against LESNAR, given their arrangement with LESNAR to pay him
2 far in excess of the sum that they knew he would be fined for cheating.

3 195. Defendants and each of them have wrongfully had monetary and other
4 benefits conferred to them at the expense of HUNT.

5 196. UFC and WHITE negotiated the PARA and UFC 200 Bout Agreement
6 with HUNT.

7 197. Neither UFC, WHITE, nor LESNAR obtained HUNT's consent to
8 fight an opponent with the competitive physical advantage of using banned
9 substances.

10 198. WHITE and LESNAR have each obtained HUNT's services at UFC
11 200 for which they have not paid. UFC obtained HUNT's services at UFC 200 for
12 which it has only partially paid because HUNT's services far exceeded the scope of
13 the contract.

14 199. Defendants did not, and have not ever compensated HUNT for the
15 value of fighting an opponent with the competitive physical advantage of banned
16 substances.

17 200. Defendants appreciated and accepted the benefits, including HUNT's
18 services at UFC 200. HUNT's services rendered, fighting a doping competitor
19 (whose doping was known to all Defendants but not HUNT), exceeded the scope of
20 services HUNT agreed to provide by contract.

21 201. Defendants retained the benefits of HUNT's services and the
22 circumstances described herein make it inequitable for Defendants to retain the
23 benefit without payment of value for those benefits.

24 202. These benefits include but are not limited to the profits wrongfully
25 retained by LESNAR and UFC from UFC 200 at the expense of HUNT who
26 competed in that event without the use of prohibited substances.

27 203. Equity demands LESNAR surrender his fight purse and all pay-per-
28 view proceeds to HUNT and that UFC surrender a proportionate share of its UFC

200 profits in an amount to be proven at trial as justice requires pursuant to laws of equity.

204. HUNT seeks equitable recovery by quantum meruit, restitution, and disgorgement.

205. Specifically, HUNT seeks the reasonable value of services which exceeded the scope of the contract – the difference in value of fighting a clean opponent versus the value of fighting a doping opponent (which must reflect the heightened risk of injury or death), in an amount to be proven at trial.

206. UFC (and WHITE through his ownership interest in UFC) gained increased pay-per-view revenue and maximized UFC value for sale.

207. LESNAR gained increased pay-per-view profit sharing revenue. LESNAR also bolstered his brand, marketing, and promotional opportunities at the expense of HUNT, a clean fighter.

208. HUNT further seeks Defendants to be disgorged of all ill-gotten gains and those gains awarded to HUNT, regardless of HUNT's entitlement thereto, as equity requires Defendants cannot retain the benefit.

EIGHTH CAUSE OF ACTION: BATTERY

(Against LESNAR)

209. HUNT hereby incorporates the entirety of his factual allegations concerning UFC 200.

210. LESNAR intended to cause harmful and offensive contact to HUNT.

211. HUNT did not consent to a bout with a doping competitor.

212. LESNAR caused harmful and offensive contact to HUNT, including 137 total strikes to HUNT and 51 significant strikes in the UFC 200 bout.

213. HUNT was injured and suffered special damages and general damages in an amount to be proven at trial.

NINTH CAUSE OF ACTION: CIVIL AIDING AND ABETTING BATTERY

(Against UFC and WHITE)

215. WHITE and UFC knew that a battery was or would be committed by LESNAR against HUNT.

216. WHITE and UFC knew that the UFC 200 bout between LESNAR and HUNT would and did exceed the scope of HUNT's consent.

217. WHITE and UFC gave substantial assistance and encouragement to LESNAR, and WHITE and UFC were aware of their role in promoting the fraud at the time it occurred.

218. WHITE and UFC's conduct caused harm to HUNT.

TENTH CAUSE OF ACTION: CIVIL CONSPIRACY (FRAUD & BATTERY)

(Against UFC, WHITE and LESNAR)

219. HUNT realleges and incorporates herein by this reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

220. LESNAR, WHITE, and UFC, acted in concert as set forth fully above, to defraud HUNT and commit a battery against HUNT by a scheme to knowingly pit HUNT, a clean fighter, against LESNAR, a doping fighter, to the wrongful benefit of Defendants and to the detriment of HUNT.

221. LESNAR, WHITE, and UFC intended to accomplish their unlawful objective knowing the natural and necessary consequence would harm HUNT.

222. LESNAR, WHITE, and UFC conspired against HUNT by explicit and/or tacit agreement to carry out the doping scheme.

223. HUNT suffered special and general damages in an amount to be proven at trial, including without limit physical injury, injury to his brand, marketing, and promotional opportunities.

PRAYER

WHEREFORE, HUNT requests judgment as follows:

1. For compensatory damages according to proof;
2. For treble damages pursuant to statute;
3. For punitive damages sufficient to deter illegal doping in the sport of mixed martial arts;
4. For an order requiring the Defendants, and each of them, to disgorge their ill-gotten profits;
5. For attorneys' fees;
6. For costs of suit;
7. For interest on all sums from dates according to proof; and
8. For such further relief the Court deems just.

DATED: December __, 2017

HIGGS FLETCHER & MACK LLP

By: _____

CHRISTINA DENNING, ESQ.
SCOTT INGOLD, ESQ.
JOSEPH GONNELLA, ESQ.
Attorneys for Plaintiff
MARK HUNT

JURY DEMAND

Plaintiff demands a trial by jury pursuant to Fed. R. Civ. P. 38(b).

1 DATED: December __, 2017

HIGGS FLETCHER & MACK LLP

2
3 By: _____

4 CHRISTINA DENNING, ESQ.

5 SCOTT INGOLD, ESQ.

6 JOSEPH GONNELLA, ESQ.

7 Attorneys for Plaintiff

8 MARK HUNT
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